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MATTER OF: WESLEYAN ACADEMY, PETITIONER

USAC FUNDING COMMITMENT ADJUSTMENT REPORT FOR FORM 471,
FOR FUNDING YEAR 2013

Applicant Name: Wesleyan Academy
Form 471 Application Number(s): 895296
Billed Entity Number: 200703
FCC Registration Number: 0018177600
SPIN: 143034452
Funding Year: 2013
Funding Request Number(s): 2433563

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PETITION FOR RECONSIDERATION

NINOSHKA GONZÁLEZ

Attorney at Law
Commonwealth of Puerto Rico
Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966
Tel. (787) 460-3002
e-mail: ninoshkagonzalez@hotmail.com

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I. INTRODUCTION

- 1) The instant PETITION FOR RECONSIDERATION is filed in regards to the Commission's proceeding number and release date: DA. No. 16-1232, Released October 28th, 2016 (See: Exhibit 1), and as it pertains to USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013 (See: Exhibit 2), and its corresponding Administrator's Decision on Appeal - Funding Year 2013-2014, issued on September 19th, 2016 (See: Exhibit 3).
- 2) The instant PETITION FOR RECONSIDERATION involves the Educational Rate Program, a federal subsidy program authorized by the Telecommunications Act of 1996. The Federal Communications Commission, the organization responsible for implementing the E-Rate Program, established the Universal Service Administrative Company ("USAC"), a private non-profit corporation, to administer the E-Rate Program. The USAC provides subsidies to eligible school districts for the cost of telecommunication services.
- 3) Petitioner is a small school that accommodates a mostly semi-rural area in Puerto Rico, a country whose financial, fiscal and social distresses can be a matter of Administrative Notice by the Commission. As such, it particularly does not have a dedicated staff member to assist with preparation and filing of E-rate forms and materials, and much less, to be persistently available or on call throughout the whole year to receive, handle and react to communications received from USAC. In this system, the person assigned as point of contact for USAC assumes these

tasks in addition to managing many large and small outlying responsibilities within the School's different functional areas. Thus, due to limited staffing and resources, the person assigned as point of contact for USAC has an overwhelming amount of responsibility at the School, including E-rate filing.

4) Petitioner Wesleyan Academy understands and supports the FCC directive to assure service providers are given an open, competitive process that results in competitive prices for services and the spending of public funds in a prudent and appropriate manner. Petitioner will demonstrate in this PETITION FOR RECONSIDERATION that its substantive process established by Wesleyan Academy related to Funding Request Number 2433563, did indeed provide an open, competitive process which resulted in public funds being spent in a prudent and appropriate manner. Petitioner also points out that, significantly, USAC made no findings that the RFP posting and process followed by Wesleyan Academy did not result in competitive prices and the prudent expenditure of public funds. No such substantive negative findings were made because the process did result in fair competition among vendors, competitive prices and the prudent expenditure of public funds.

5) To obtain E-Rate funds an applicant must develop a technology plan outlining its technology needs and submit it for approval to USAC. See: 47 C.F.R. § 54.508. The applicant then files a request for proposals with the USAC to begin a bidding process that is required to be fair and open to competition. See: 47 C.F.R. § 54.503. After receiving bids

and selecting a service provider, the applicant submits a form to USAC certifying it has complied with the requirements of the program and requesting discounts for the services. See: 47 C.F.R. § 54.504.

- 6) Applicants must file Form 470 with USAC to begin the competitive bidding process, and USAC posts applicant's request for services online to open the competitive bidding process. Thereafter, applicants must wait 28 days before selecting a service provider. In selecting a service provider, applicants must make price the primary selection criteria.
- 7) After selecting a provider, applicants must calculate their discount rate by using Form 471, and submit Form 471 to USAC. USAC will review Form 471 and determine eligibility.
- 8) Applicants aggrieved by an action taken by USAC must first seek review of that decision by USAC before filing an appeal with the Commission. USAC cannot waive Commission rules; applicants seeking a waiver of Commission rules must seek relief directly from the Commission. Applicants have sixty days from the issuance of USAC's decision to file an appeal, whether with USAC for requests for review, or the Commission for requests for waiver. Applicants that file a request for review with USAC and receive an adverse outcome have sixty days from the issuance of that decision to file a request for review with the Commission.
- 9) The Commission has routinely waived its rules to allow applicants additional time to file their FCC Forms 471, finding justification where applicants committed ministerial or clerical errors, and has also granted appeals and petitions for reconsideration from petitioners

seeking a waiver of the Commission's E-rate rules in order to correct ministerial or clerical errors on petitioners' E-rate applications or associated forms. See: Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School, New Orleans, LA et al., Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order, 21 FCC Rcd 5316 (2006).

- 10) As set forth in the sections below: (1) Applicant and here Petitioner Wesleyan Academy lawfully and properly followed the rules and regulations as established by the Commission in its E-Rate program application for funding year 2013; (2) USAC notified deficiencies in said application during the month of May, 2016; (3) USAC deficiencies were erroneous and unsupported by the documents filed as part of the record; (4) During the 60-day period within which petitioner could have sought review, Wesleyan Academy went on educational and administrative break; (5) During the 60-day period within which petitioner could have sought review, USAC's point of contact at Wesleyan Academy went on vacation; (6) During the 60-day period within which petitioner could have sought review, USAC's point of contact at Wesleyan Academy was reassigned and moved to a different physical location; (7) At the time Wesleyan Academy first became aware of USAC's notice of deficiencies the 60-day period within which to seek review had already expired; (8) Petitioner has otherwise sought review and reversal of USAC's determination, to no avail; (9) The record is adequately and

sufficiently supported to warrant the prayer for relief sought herewithin by petitioner.

II. 47 C.F.R. § 1.106 ACTIONS BY USAC SHOULD BE CHANGED

- 11)USAC, as the Commission's designated authority, served notice to Petitioner that its E-Rate program application had been rescinded, on that: Petitioner selected a service provider prior to the expiration of 28-day posting period.
- 12)Pursuant to 47 C.F.R. § 1.106, in its ¶ (d)(1), petitioner respectfully submits to the Commission that USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013, should be changed on account that it is erroneous, and not supported by the record before said designated authority. As will be demonstrated below, Wesleyan Academy has substantially and substantively complied with the requirement that all E-rate services be obtained in an open, fair and competitive process. Petitioner set forth before USAC how it put out a request for services, how it received multiple responses from which it could and did conduct a thorough review to compare prices and services, and how in the end, selected the best price and service for Wesleyan Academy.
- 13)Pursuant to 47 C.F.R. § 1.106, in its ¶ (d)(2), Petitioner respectfully submits to the Commission and sets forth in the sections below the formal findings of fact and conclusions of law upon which USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013, is erroneous.

14) Pursuant to 47 C.F.R. § 1.106, in its ¶ (f), Petitioner respectfully submits to the Commission that it has herewithin appeared before the Commission through a pleading filed within the 30-day expiration period, namely the instant PETITION FOR RECONSIDERATION.

15) Pursuant to 47 C.F.R. § 1.106, in its ¶ (k), Petitioner respectfully submits to the Commission that it seeks relief in the following forms:

- (1) That the Commission GRANT the instant petition for reconsideration;
- (2) WAIVER of the 60-day Rule time limit for petitioner to seek appeal from USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013;
- (3) REMAND of the instant proceeding to USAC for its consideration on the merits as set forth herewithin; or alternatively,
- (4) ORDER and decision from the Commission finding for petitioner on the merits; and,
- (5) ORDER and decision from the Commission REVERSING USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013.

16) Pursuant to 47 C.F.R. § 1.106, in its ¶ (p), petitioner respectfully submits to the Commission that, as laid out and set forth in the sections below, sufficient showings of USAC's material errors and omissions warrant granting of the instant PETITION FOR RECONSIDERATION.

III. PROCEDURAL BACKGROUND

17) All relevant factual assertions contained in this section are supported by accompanying exhibits of sworn statements taken upon the following: Mr. Rev. Fernando J. Vázquez, Headmaster for Wesleyan Academy (See: Exhibit 4); Mrs. Ineabelle Robles, Admissions Clerk for Wesleyan Academy

- (See: Exhibit 5); Mr. Miguel Mendez, authorized corporate representative for service provider (See: Exhibit 6).
- 18) On March 5th, 2012, TELNET TELECOMMUNICATIONS, service provider here at issue, submitted a formal quote to the attention of Wesleyan Academy under and within the scope of a contract for Internet Access, Internal Connections and Basic Maintenance services under the Universal Services Support Mechanism under E-rate funds (See: Exhibit 7).
- 19) As quotes by other different service providers began to be received at Wesleyan Academy, Mrs. Ineabelle Robles, on March 14th, 2012, started to fill the E-Rate Bid Assessment Worksheet with the information received as part of said bidding process (See: Exhibit 8).
- 20) There were no further communications - whether formal, informal, or of any other kind - between Telnet and Wesleyan Academy between said date of March 5th, 2012, and March 20th, 2012.
- 21) On March 20th, 2012, Wesleyan Academy scheduled a meeting to evaluate all quotes received by service providers as part of the aforementioned bidding process, for its subsequent adjudication (See: Exhibit 9). As Telnet had been favored with adjudication of the contract, such award was duly noted and made part of the E-Rate Bid Assessment Worksheet (See: Exhibit 8).
- 22) On March 20th, 2012, Telnet was first notified that Wesleyan Academy had tendered to Telnet's attention their acceptance of the offer as per the aforementioned quote of March 5th, 2012 (See: Exhibit 10).

23) On the same date of March 20th, 2012, representatives of both Wesleyan Academy and Telnet met to execute and formalize a CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2012-2013 (See: Exhibit 11), reflecting the terms and understandings cloaked by the aforementioned offer and acceptance. In support of said contract, Telnet issued a supplemental quote, to cover the clarification of other ancillary times which had not been adequately and sufficiently articulated between the parties (See: Exhibit 12).

24) Subsequently, on July 24th, 2012, Wesleyan Academy executed a Business Service Agreement, which was, *inter alia*, a contract of services outside, and not within the scope of the E-Rate program, with a different corporate service provider, and which was not covered by the earlier contract executed between the parties on March 20th, 2012 (See: Exhibit 13).

25) Subsequently, on February 15th, 2013, representatives of both Wesleyan Academy and Telnet met to execute and formalize a CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2013-2014 (See: Exhibit 15), reflecting the terms and understandings cloaked by the aforementioned offer and acceptance.

26) Petitioner Wesleyan Academy, as is customary for most educational institutions within the Puerto Rico jurisdiction, operates under a school year typically running from August to May, as set forth in its 2015-16 MASTER CALENDAR. See: Exhibit 14. Accordingly, on or around May 9th, 2016, Wesleyan Academy was winding down most of its routinely

educational and administrative functions, as its students were entering the last days of formal instruction, and commencing the period of final examinations. Within this timeframe elementary school was already virtually closed, while High School still was performing some educational and administrative processes.

27) Mrs. Ineabelle Robles was assigned to a role of development of public relations within the Academy for the August, 2015 to May, 2016 school year, and had also accordingly done so for about the three (3) last years.

28) During May, 2016 Wesleyan Academy coincidentally underwent a personnel reorganization, whereby Mrs. Robles' public relations position was obliterated.

29) Consequently, Mrs. Robles was assigned to the Admissions Clerk role, and said role entailed that she move to a new and different physical location. While packing might have started on around May, 2016, the complete move was not effectuated until June and July, 2016. Around such timeframe, Mrs. Robles went on vacation, as well.

30) During and throughout May, 2016, Wesleyan Academy engaged in construction, refurbishing and remodeling efforts of its facilities, namely the new office space to be occupied by Mrs. Robles in her newly assigned role for the 2016 - 2017 school year.

31) During and throughout May, 2016, Mrs. Robles' belongings and equipment were packed and stored as a consequence of the aforementioned construction, refurbishing and remodeling efforts.

- 32) As is required by her terms of employment, Mrs. Robles completed her duties for the 2015 - 2016 school year during the month of July, 2006, and did not return to Wesleyan Academy's premises until the start of the 2016 - 2017 school year, in August, 2016.
- 33) Simultaneously, as all of the above was transpiring, and notwithstanding the alteration of Mrs. Robles' responsibilities during the transitional period of May, 2016, and inadvertently for Wesleyan Academy, she continued to be the sole designated point of contact for all communications, events and transactions executed between USAC and Wesleyan Academy. The method of communication employed by USAC to transact business with Wesleyan Academy during said time period was solely through regular US Postal Service.
- 34) On or around May 9th, 2016, USAC served Wesleyan Academy with notice of a document entitled "*Funding Commitment Adjustment Report for Form 471 - Application Number: 895296*" (See: Exhibit 2).
- 35) Said document advised Wesleyan Academy, *inter alia*, that USAC had detected in the referenced application several instances of errors, namely: (1) That Wesleyan Academy selected a service provider prior to the expiration of 28-day posting period.
- 36) Notwithstanding the fact that the aforementioned USAC communication was indeed delivered to Wesleyan Academy on or around May 15th, 2016, the same was inadvertently filed and stored with the rest of Mrs. Robles' office belongings awaiting her return to her duties at the start of the school year in August, 2016.

37)Almost immediately upon Mrs. Robles' return to Wesleyan Academy on August, 2016, and upon first becoming aware of the existence of the "Funding Commitment Adjustment Report for Form 471 - Application Number: 895296" communication, she diligently consulted and put USAC on notice of all of the above relevant facts, and proactively engaged Wesleyan Academy in what has become the instant appeal process and PETITION FOR RECONSIDERATION.

38)All of the above notwithstanding, and despite the cogent points submitted herewithin, and the overwhelming presence of good-faith on petitioner's part and mitigating factors as set forth above, and regardless of all of our most diligent best efforts to bring the present issue to rest, to no fault of petitioner's, USAC was estopped, both by law and by regulation, from considering petitioner's arguments as laid out and articulated above.

IV. JUST CAUSE FOR WAIVER OF 60-DAY RULE

39)Petitioner respectfully submits to the consideration of the Commission that all of the above facts, as supported by the accompanying documentation and proffers submitted under oath and subject to penalty of perjury, more than adequately support a finding that petitioner has exhibited behavior and due diligence required for a determination of just cause to warrant a waiver of the 60-day Rule, and that accordingly, remand to USAC for a determination on appeal on the merits of the application here at issue, is proper.

- 40) Further, Petitioner has marshaled sufficient and overwhelming facts describing how their decisions and actions were effected in good faith, and that any deficiencies or omissions are remediable and were provoked but for good and just cause, in good faith and for legitimate business reasons unrelated to USAC's findings, as such findings were articulated.
- 41) As has been extensively laid out above, Petitioner was not effectively and actually put on notice about USAC's perceived deficiencies until way after the 60-day time limit had expired. And when it finally did receive actual notice at the beginning of the 2016-2017 school year, it immediately and diligently pursued all relevant paperwork the very moment the appointed individual arrived, avoiding any further delays or misconceptions entirely.
- 42) There is ample precedent and legal authority to support a holding by the Commission granting Petitioner a waiver of the 60-day filing deadline for appeals, given the undisputed fact that Petitioner submitted its appeal to USAC within a reasonable period of time after receiving **actual notice**, as is the case here, of USAC's adverse decision. [emphasis added] See: In the Matter of Requests for Waiver of Decisions of the Universal Service Administrator by Central Technology Center, Drumright, Oklahoma, et al. Schools and Libraries Universal Service Support Mechanism, 27 FCC Rcd 5086, 2012 FCC LEXIS 1965; Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by ABC Unified School District, et al., Schools and Libraries Universal Service Support Mechanism, File Nos. SLD-584091,

Order, 26 FCC Rcd 11019, 11019, granting petitioners waivers of the Commissions filing deadline for appeals because they submitted their appeals to the Commission within a reasonable period of time after receiving actual notice of USAC's adverse decision; Aberdeen School District Order, 22 FCC Rcd at 8761, waiving Commission's rules when petitioners inserted the wrong contract date, the wrong classification of service, or the wrong application number, thus making it appear that the applicants violated the 28-day rule.

43) Petitioner is thus entitled to all of the remedies here sought, as a consequence and result that any and all of the deficiencies which might have been perceived by USAC were administrative, ministerial, clerical, and performed under the standard and test of good faith and just cause.

44) Consequently, it is popper for the Commission to make a finding that any acts or omissions as perceived by USAC were neither intentional, nor deliberate. Petitioners actions were made unconsciously, without any disregard of its duties, and quite contrarily, in the presence of overwhelming just cause and excuse.

V. SELECTION OF PROVIDER WITHIN THE EXPIRATION OF 28-DAY POSTING PERIOD

45) Petitioner respectfully submits to the consideration of the Commission that all of the above facts, as supported by the accompanying documentation and proffers submitted under oath and subject to penalty of perjury, more than adequately support a finding that petitioner had in fact selected a service provider right at the onset of the 28-day regulatory posting period.

46) In the worst case for Petitioner, that the E-Rate Evaluation Matrix had been dated such that it could plausibly be erroneously construed as being adjudicated before the 28-day time limit, could be deemed by the Commission at most as an inadvertent and unfortunate error. Unfortunately for Petitioner and the vulnerable population it caters to, these errors were not caught by the applicant before it had a chance to react to the exceptions noted by USAC during the School's summer break for the year 2016.

47) Furthermore, under the relevant fact pattern of the instant case, there is ample precedent and legal authority to support a ruling by the Commission that Petitioners under a worst case scenario made a ministerial or clerical error on the Evaluation Matrix Form, and that said error created the mistaken impression that it had violated the Commission's 28-day rule, and alternatively, that USAC erred in finding them in violation of the cited rule for a variety of reasons. USAC incorrectly perceived the date on which the Form had been initiated as the date on which the contract with the selected provider had been executed. See: In the Matter of Requests for Waiver of Decisions of the Universal Service Administrator by Central Technology Center, Drumright, Oklahoma, et al. Schools and Libraries Universal Service Support Mechanism, 27 FCC Rcd 5086, 2012 FCC LEXIS 1965.

48) Undoubtedly, Petitioner did have an open, fair and competitive bidding process for the services here at issue, and consequently it resulted in an open and fair process resulting in competitive prices for Wesleyan

Academy. It is thus well known that Petitioner took every available precaution to timely post an RFP which was made available to all potential and interested service providers. As has been demonstrated, Petitioner has substantially and substantively complied with the requirement that all E-rate services be obtained in an open, fair and competitive process. Petitioner put out a request for specific services, received multiple responses from which it could and did conduct a thorough review to compare prices and services, and in the end, selected the best price and service for Wesleyan Academy.

49)USAC evidently determined that the above outlined process was insufficient, not because the process wasn't open, fair or competitive, not because it didn't result in a competitive pricing, not because it didn't result in the prudent expenditure of public funds, rather, USAC determined that even though Petitioner obtained competitive pricing of services here at issue in an open, fair and thorough process, merely because it erroneously construed that the RFP had only been posted for 22 days rather than 28 days, or the short 6 day time period between March 14th, 2012, and March 20th, 2012, Wesleyan Academy must be stripped of over \$25,000.00 a year in E-rate funding it has penurious relied upon. All the while, Petitioner took seriously the expenditure of public funds, and adequately and sufficiently ensured that cost effectiveness was the foremost factor in selecting a provider for the specific, bona fide, services. See: Aberdeen School District Order, 22 FCC Rcd at 8763, waiving the Commission's competitive bidding rules for petitioners who,

while not waiting the full 28 days before entering into a contract, missed that deadline by a minimal number of days.

50)Consequently, it is popper for the Commission to make a finding that any acts or omissions as perceived by USAC were neither intentional, nor deliberate. Petitioners actions were made unconsciously, without any disregard of its duties, and quite contrarily, in the presence of overwhelming just cause and excuse.

51)Petitioner has made an adequate showing that the mere fact that it commenced complementing the E-Rate Evaluation Matrix on March 14th, 2012, in no way constitutes a violation of the cited regulation. Petitioner has also made an adequate showing that proper adjudication of the bidding process was made on the date of the selection of the service provider, or March 20th, 2012, and not on the first date it started diligently organizing the information it was receiving from potential and prospecting service provides, or March 14th, 2012 (See: Exhibit 8). **(Note that USAC mistakenly refers to the contents of Petitioner's Funding Year Evaluation Matrix, while noting exceptions in its report for Funding Year 2013)**

52)This Commission certainly has the power and authority to ensure strict compliance with the rules in requiring that RFP's be posted for a full 28 days. But alternatively, and even under a theory that Petitioner did in fact select a provider a mere 6 days short of the time limit - a supposition Petitioner herewithin vehemently denies - this Commission also has the power and authority to waive a rule "*where the particular*

facts make strict compliance inconsistent with the public interest."

See: In the Matter of Request for Review of the Decision of the USAC by Ysleta Independent School District, SLD No. 321479, et. al., FCC 03-313, page 31.

53)Also, there is ample precedent and legal authority waiving the Commission's competitive bidding rules for certain petitioners that demonstrated good cause for such a waiver with similar fact patterns as would be the case here alternatively for Petitioner. See: Requests for Review and/or Waiver of Decisions of the Universal Service Administrator by Al-Ihsan Academy, South Ozone Park, New York, et al., Schools and Libraries Universal Service Support Mechanism, File No. SLD-575979, 582051, 582081, et al., Order, 26 FCC Rcd 16415; In the Matter of Requests for Waiver of Decisions of the Universal Service Administrator by Central Technology Center, Drumright, Oklahoma, et al. Schools and Libraries Universal Service Support Mechanism, 27 FCC Rcd 5086, 2012 FCC LEXIS 1965. As is the case here, in each decision, USAC found a violation of the 28-day waiting period, but based on the review of the record, as should be the case here, the Commission found good cause to exist to waive the cited Commission's rule.

54)Consequently, it is popper for the Commission to make a finding that USAC's determinations in this regard were clearly erroneous, and that such a finding should be reversed by the Commission on its merits, or alternatively, that the instant case be remanded to USAC for a determination on the merits, subject to all of the above.

VI. CONCLUSION

55) Without the Commission's intervention in favor of Petitioner, Wesleyan Academy faces substantial hardship and adverse effect on its staffing and facilities, in order to meet over \$25,000.00 in yearly unforeseen additional expenditures. This would be a fatal blow from which Petitioner would not easily recover.

56) Furthermore, If the Commission fails to intervene on behalf of Petitioner before USAC, and Wesleyan Academy loses E-rate funding, it will cause devastating hardship to the school system and the vulnerable population it accommodates to, one with a very low budget, that no longer will receive help via Puerto Rico State Aid. Petitioner's offering of internet services simply could not survive losing its E-rate funding, as it is a considerable share of its budget. Petitioner could potentially adversely affect its already limited and overburdened workforce without access to this funding. In a community that is already financially disadvantaged, this would have a detrimental ripple effect on its economy, as there would be widespread negative impacts on the outlook of its literacy, education, and employment rates, as well as being deprived of its main source of free computers and high-speed Internet access.

57) Penalizing Wesleyan Academy yearly in the amount of over \$25,000.00 is an unnecessary, draconian, and harsh result when Wesleyan Academy actually, in fact, engaged in the utmost and transparent prudent expenditure of public funds.

VII. PRAYER FOR RELIEF

WHEREFORE, for all of the above, petitioner prays:

58) That the Commission GRANT the instant PETITION FOR RECONSIDERATION;

59) That the Commission WAIVE the 60-day Rule time limit for petitioner to seek appeal from USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013;

60) That the Commission REMAND the underlying applications to USAC for further action consistent with this prayer for relief, and to ensure that the underlying applications are resolved expeditiously, direct USAC to complete its review of each application and issue an award or a denial based on a complete review and analysis no later than 30 calendar days from the release date of the eventual order;

61) That the Commission issue an ORDER to USAC to discontinue recovery of payment actions against Petitioners for all underlying applications;

62) That the Commission REMAND the instant proceeding to USAC for its consideration on the merits as set forth herewithin; or alternatively,

63) That the Commission issue an ORDER and make a finding for petitioner on the merits; and,

64) That the Commission issue an ORDER and make a finding REVERSING USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013.

CERTIFICATION OF NOTICE

I HEREBY CERTIFY, that on this even date, I have served notice of the instant PETITION FOR RECONSIDERATION to:

Universal Service Administrative Company
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West, P.O. Box 685
Parsippany, NJ 07054-0685

USAC Billing, Collections, and Disbursements
Attention: Red Light Inquiries
700 12th Street, N.W.
Washington DC 20005

Telnet Telecommunications
Urb. Crown Hills, 138 Ave. Winston Churchill
PMB 512
San Juan PR 00926-6013

SUBMITTED IN SAN JUAN, PUERTO RICO, on this date, November 24th, 2016

/s/: NINOSHKA GONZÁLEZ
NINOSHKA GONZÁLEZ
Commonwealth of Puerto Rico
Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966
Tel. (787) 460-3002
e-mail: ninoshkagonzalez@hotmail.com